pany, several small checks in settlement of his (the secretary's) indebtedness, and drawn in his official capacity. The checks were charged to defendant and the company sued to recover value. *Held*, defendant was liable. The rule that one partner cannot give a partnership check without the assent of the other partners, in payment of his individual debt, as found in *Rogers* v. *Betterton*, 93 Tenn. 630, 27 S. W. 1017, applies in this case.

Negligence of Attorney — Liability — Measure of Damages.—Fay v. *McGuire, et al.*, 47 N. Y. Supp. 286. The defendants, who were attorneys, represented to plaintiff, their client, that a mortgage which they had obtained for him upon certain property was a first lien. Plaintiff foreclosed and took a purchase-money mortgage from the purchaser. The purchaser subsequently made a contract to sell the property, but could not until he had paid certain prior incumbrances and liens on the property, which the defendants had not discovered. He claimed, and the plaintiff paid him half the sum expended in clearing the property. *Held*, that defendants were liable to the plaintiff, who was entitled to be put as nearly as possible in the position which he would have occupied if his mortgage had been a first lien. The measure of damages was the sum paid in removing prior incumbrances.

Copyright—Subjects of Copyright—Price Catalogue.—J. L. Mott Iron Works v. *Clow et al.*, 82 Fed. 316. Plaintiffs, who were manufacturers of plumbers' supplies, had issued an illustrated catalogue of their wares, which was largely copied by defendants, a rival concern. Held, that an injunction would not lie to restrain defendants from further publication of their catalogue, as the original cuts were of articles which could not be the subject of artistic treatment, and the letter-press was confined to a description of the wares, and of no artistic merit, and hence not entitled to be copyrighted. The object of the constitutional provision is to promote the dissemination of learning by protecting works which promote general knowledge in science and useful arts. It is not intended as a protection to traders in the particular manner in which they may shout their wares. In *Hotten* v. *Arthur*, 1 Hem. & M. 603, the court ruled in favor of the copyright of a catalogue of curious books, not on the ground that it was an advertisement, but that it contained original matter. But in *Cobbett* v *Woodward*, L. R., 14 Eq. 407, an injunction was denied where the catalogue infringed contained engravings of furniture, with remarks of description. This case was flatly overruled in *Maple & Co.* v. *Junior Army & Navy Stores*, 21 Ch. Div. 369. The Supreme Court of the United States, however, has expressly approved of *Cobbett* v. *Woodward*, *supra*. See *Baker* v. *Selden*, 101 U. S. 99, 105; *Clayton* v. *Stone*, 2 Paine 382, Fed. Cas. 2872. See, also, *Jeweler's Mercantile Agency* v. *Rothschild*, 39 N. Y. Supp. 700, reported in Vol. VI., No 1, of the YALE LAW JOURNAL.

Auction—Representations—Description of Incumbrance.—Blanck v. *Sadler*, 47 N. E. Rep. 920 (N. Y.), Plaintiff purchased premises, at a public auction, which were stated to be subject to a mortgage of a certain amount, at a certain rate of interest and having a certain time to run. No further representations as to the terms of the mortgage were made at the time. On subsequently looking up the title plaintiff discovered a clause securing payment of the mortgage in gold coin, "of the present standard of weight and fineness." *Held*, two judges dissenting, that this clause did not constitute such a variance from the incumbrance described as to justify purchaser in rejecting the title. He was notified of the existence of the mortgage, but made no inquiry as to